

# National Intelligencer.

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## THE WEEKLY NATIONAL INTELLIGENCER.

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## NATIONAL INTELLIGENCER.

We give to the annexed judicious remarks a prominent place in our columns, because they are from a source friendly to the Administration; not that truth is more true for its source, but that what it may, but because, unhappily, in this free country, government is become so much a mere party institution, that counsel, however wise or cogent, loses all weight if not of approved origin. It will occasion some anxiety in the public mind when it is seen that a leading journal of the Administration finds cause to apprehend a course of policy in our foreign relations which would violate the public faith, to gain an object which would be inexpedient even if it were right. We trust, however, that the "Union" has not correctly interpreted the Executive views.

FROM THE NEW YORK JOURNAL OF COMMERCE.

THE CLAYTON AND BULWER TREATY.—The discussion to which this treaty has given rise in the Senate of the United States and in party journals shows that a disposition prevails to render the treaty unpopular with the country. The question whether it was wise or expedient to enter into a treaty with Great Britain on a subject that concerns us intimately, viz. the various passage-ways from the isthmus of Darien, is a very different one from that now presented to the country, viz. shall its stipulations be faithfully performed? In respect to this we have but little to say. The treaty is made. It was made in the mode appointed by the Constitution, and was ratified by the Senate of the United States. There is no minority act that can be pleaded by nations. Our Government has reached full maturity. It is competent to contract with civilized and barbarous nations, and we know of no contracts that should be more faithfully complied with than those which are found to be less beneficial than was imagined. The force of the treaty cannot be weakened on any grounds, without manifest and deep disgrace to the country. The Washington Union attacks the treaty on another but not more tenable ground, that is to say, that by reason of the acts of Great Britain it has become either void or voidable. The matter which this ground alleges is the attempt last year on the part of a British cruiser to aid the Mosquito authorities in the collection of port duties, in disregard, as it asserts, of the first article of the treaty, which prohibits either party from maintaining jurisdiction, or making settlements to the prejudice of the other. There are several but complete answers to this position. In the first place, the act of the British cruiser was immediately disavowed by the British Government. The disavowal was accepted at the time as satisfactory. A solemn treaty between nations cannot be affected by the unauthorized acts of mere agents of the Government, and especially not when those acts were promptly disavowed by the principal, and more particularly after the acceptance of an apology by the party which had a right to complain. But if we are not concluded by that act from setting up that the treaty is either void or voidable, there are other reasons which make the ground improper. The party which intends to take that ground is bound in good faith to take it immediately. The omission to take it within reasonable time is an admission that the treaty stands. By our failure then to urge that it became invalid, and by asking and receiving explanations, we took a position which admitted its legal efficacy. There is therefore no pretence for the ground put forth by the Union that the treaty is either void or voidable. Our Government, on the contrary, by its most solemn acts has given renewed vitality to the instrument. It is in operation under the same obligation which holds us to compliance with all other treaties whatsoever; an obligation that we cannot evade without disgrace, or attempt to weaken without manifest impropriety.

But admitting, for the sake of argument, that the making of the treaty was still an open question, how should we stand? It would be miserable selfishness to claim that all other nations shall be driven to navigate the Cape, and that we alone shall enjoy the benefits of a cut across the narrow isthmus of Darien. This is not merely an American question, as the Union insists; it is a question that interests the commercial world, and must be decided, for it is right so to decide it, on the broad interests of general commerce. We need no exclusive advantages. The growth which is fostered by artificial stimulants, and encouraged by excluding competition, will never be strong and vigorous. It is on our industry, enterprise, and boldness, under fair competition with the nations of the world, that we rely with most certainty for enduring advantage. The Clayton and Bulwer treaty is the fruit of these sentiments, but it is supported by peculiar reasons, resulting from antecedent claims on the part of Great Britain. She abandoned, on the making of the treaty, a *quasi* possession to a portion of the territory over which the treaty operates. It is well known that since the visit of the great Humboldt to that region all nations have turned their attention to the question of a communication between the Atlantic and Pacific, at the various points indicated by that naturalist and philosopher. His capacities mind was applied to that question for the benefit of the human race; and he now lives, at the advanced age of eighty-three, with his intellect yet mighty, to witness a movement in behalf of his noble speculations, embracing the interests of all commercial nations. The Union would give to this movement a limited, sectional, and selfish character, forgetting that, long antecedent to our right to occupy the Pacific coast acquired in the late war, surveys had been made at Nicaragua by the British Government; that she had acquired, by the consent of the local authorities, rights of an important character at that commanding route; and that she released them when the treaty in question was made. Subsequent events have, it is true, deepened the interest which the United States regard this subject. The treaty, which was entered into between our Eastern and Western possessions. But other nations have possessions and commerce in both oceans, and they cannot be expected to surrender their ancient claims and interests to the recent claims and interests of this country. We have opened the doors of the United States to the whole world. Emigration is rushing in from all parts of the habitable globe; and, if we have not become, we are fast becoming deeply influenced by the presence of a population which converts us from a homogeneous people to one of a wholly different character. Americans are fast surrendering their peculiar advantages within their acknowledged limits and jurisdiction to others; and yet, on behalf of a race thus mixed and general, and which habitually surrenders to strangers a controlling interest in the sovereignty of the country, the Union claims, as against those who yet remain abroad, that a passage-way between two oceans over the territory of another Power shall be selfishly grasped by us, to the exclusion of the residue of the human race. The ground is untenable, apart from considerations growing out of the existence of the treaty; and we claim that an honest, square, and prompt fulfillment of its provisions shall be made by our Government.

## THE MEXICAN BOUNDARY QUESTION.

Having published the Proclamation of Governor LANE, of New Mexico, in relation to the territory called the Mesilla valley, justice requires that we should also transfer to our columns the rejoined reply thereto by Mr. BARTLETT, the late Commissioner for settling the Mexican boundary, which we find in the Providence Journal of Monday last.

Letter from Mr. BARTLETT upon the Proclamation of Gov. LANE, of New Mexico, for the seizure of the Valley of the Mesilla.

To the Editor of the Providence Journal:

The proclamation of WILLIAM CARLISLE, Governor of the Territory of New Mexico, announcing his intention to take possession of a district of country on the Rio Grande, north of El Paso, called the Mesilla Valley, "abounds in so many errors and misstatements, which may lead the Government and the people to form erroneous views on the subject, that I deem it my duty, on account of my connection with the Boundary Commission, to make the following statement of facts bearing on the document in question. In my remarks I shall examine each clause of the proclamation separately, and point out its errors.

The first clause alludes to the territory in dispute. "2. From the year 1824, and anterior thereto, until the year 1851, this portion of territory was acknowledged to be within the limits of New Mexico; but in the year 1851 the State of Texas assumed jurisdiction over the same, without producing any authority for this act from the Republic of Mexico, and without having obtained the assent of the United States or the Territory of New Mexico; and in defiance of the stipulations of a large portion of the inhabitants of the disputed territory, who then numbered 2,000 souls."

For this assertion Gov. Lane doubtless relies upon a decree of the Mexican Government passed in July, 1824, which says that "the province of Chihuahua shall include all that is comprehended between right lines drawn from east to west, from the point or town called Paso del Norte on one side, with the jurisdiction it has always possessed, and the hacienda of the Rio Florida, on the side of Durango, with its respective appurtenances."

On this old decree of Mexico, four years before Chihuahua had adopted her constitution, and ten before she made known her limits, rests the strongest claim of Gov. Lane to the disputed territory. But this decree says the line shall be drawn from El Paso, with the jurisdiction it has always possessed. What was, then, the jurisdiction of this town, and where is the evidence that it extended eight miles, more or less, north of the town, as the Governor asserts? Is there no town within fifty miles to the north of it in 1841, it doubtless extended that distance, or to the very limits of the State, agreeable to her constitution. It is well known that our country towns have an extension of ten miles or more, but the jurisdiction of the Mexican towns often extended fifty miles. So, at the South, the territorial limits of Chihuahua extend to the "hacienda of the Rio Florida, with its appurtenances." Now, having been at this hacienda, I can assert that its "appurtenances" or possessions extend some twenty miles to the south, and that the furthest extremity of these possessions is the town of El Paso. These limits, moreover, correspond with its boundaries as shown on the official map and as defined in its constitution.

At the time this decree was passed all the northern provinces of Mexico, including Sonora, Chihuahua, New Mexico, Coahuila, and Texas, were embraced under one Government, and the limits of the territory were not defined. Their boundaries, when laid down on maps, were according to the ideas of the map-makers; hence no two agree.

In the year 1825 Chihuahua organized itself into a State, and adopted a constitution. In 1833 it appointed a corps of engineers, the two principal officers of which were Senor Pedro Garcia Conde and Mr. Staples, an American, to make a survey of the State. This was accordingly done, and a large and beautiful map, the result of this survey, now hangs on the wall of the Governor's hall in the capital. In 1839 Gen. Llanos published his official report, which embraced a statistical account of the State. This was published by order of the Government in 1842, in a folio volume. In this report, not only are its territorial limits defined with great precision, but are also the limits of the territory, which were then numbered 2,000 souls, over which it exercised jurisdiction is named, as well as its mines, rivers, mountains, &c. This official map, as well as the report, claim for its northern limits a line crossing the Rio Grande about 32° 30', and thence extending north to 32° 57' 42" north latitude, embracing the Copper Mines, and a territory nearly forty miles north of the line agreed upon by the Commissioners, and which forty miles of territory had always belonged to and been under the jurisdiction of Chihuahua. New Mexico never claimed, much less exercised, any jurisdiction over this territory.

In 1847 the Constitution of Chihuahua was revised and its limits defined with great precision. They are embraced in the 2d article of the 1st chapter, as follows: "Art. 24. The territory of Chihuahua is that which it has possessed and which is now acknowledged to be between the meridians of 103° 30' 16" and 7° 17' 52" longitude west from the city of Mexico, according to the map of said territory made by Messrs. Staples and Garcia Conde in the year 1834."

The State of Chihuahua did exercise jurisdiction over the Mesilla valley in 1850, at the very time the Commissioners of the two Governments were at El Paso, for the purpose of fixing the boundary; and so far from that State claiming jurisdiction over the same, as Governor Lane asserts, "and without having obtained the consent of the United States or the Territory of New Mexico," the latter never pretended to claim it, and of course no consent was necessary.

Governor Lane says this assumption was "in defiance of the treaty of peace, a large portion of the inhabitants of the disputed territory, who then numbered 2,000 souls."

When the boundary was determined on, the "Mesilla valley," which includes the whole populated portion of the disputed territory, numbered but 700 instead of 2,000 souls, which there were not twenty American. And when it was determined that this settlement would continue in the State of Chihuahua, according to Disturnell's map, to which State it had always belonged, there were firing of cannon and public rejoicings on the occasion at the town of Mesilla.

In the summer of 1851, when I was in Sonora, I was informed that some Americans had settled at Mesilla, and endeavored to create among its quiet citizens a feeling of hostility towards Mexico, offering them great inducements to remonstrate against the established boundary; but with what success I have never learned. But when it is known that the population which composed this valley is not more than one in fifty can read and write, it will be seen that an evil-disposed person might induce them to affix their mark to what they could neither understand or read. I will speak hereafter of the population of Mesilla valley.

"3. During the discussion of the boundary question, under the treaty of peace, the Commissioner of Mexico proposed to abandon a part of this disputed territory by dividing it between the two republics. And during the year 1852 the United States virtually asserted a right of sovereignty over the territory in dispute."

The first assertion in the above clause is entirely without foundation, as far as the Joint Commission is concerned with it; no proposal of the kind ever having been made by the Mexican Commissioner or by myself.

With regard to the latter assertion, that "the United States virtually asserted a right of sovereignty over all the territory in dispute," I will state the following: A committee of the Senate, upon statements made by a party who objected to the line, and who withheld important facts in relation thereto, and, moreover, without hearing from me in defence of the same, reported unfavorably to the line, which I agreed with the President of the United States virtually acknowledged the correctness of it through the Secretary of the Interior, as appears by his official letters to me.

established by the Commissioners of the two Governments. The "unwarrantable assumption" of Chihuahua, as Governor Lane is pleased to call it, consists, therefore, in retaining possession of a district she had always possessed, over which she had always exercised jurisdiction, which is accorded to her by the treaty map and all authorized and authentic maps, by the official report made by her engineers in 1850, by various printed writs on the country previous to the war, and lastly by her constitution. These are the grounds on which Chihuahua bases her right of occupancy.

The assertion that "a valid agreement had not been made and has not yet been made by said Board" is contradicted by the official records of the joint commission. "The action of the Board has been virtually repudiated and nullified by the United States," says Governor Lane. This repudiation and nullification by the United States consists in an unfavorable report of a committee of the Senate, which had heard only one side of the question. The following extract from the fifth article of the treaty of Guadalupe Hidalgo will show whether a treaty stipulation can be "repudiated and nullified" by a report of a committee of the United States Senate, which Governor Lane seems to imagine as the final action of the Government, and upon which he bases one of the grounds for his proclamation.

"The two Governments shall each appoint a Commissioner and a Surveyor, to be examined, gave his opinion favorably to the genuineness of the signatures to the signing of this being those of the authorities of the State of New Mexico."

Mr. MARTINEZ, Vice Consul at Monterey, also testified his belief in their genuineness; though, like the Consul, he says nothing about the seals or signatures of the authorities of New Mexico.

Col. BURNETT, of the 3d artillery, testified to going up the Pecos river in chase of Mexicans who had carried off property from Tampico. This consisted of clothes, arms, tobacco, and field artillery. The pursuit was made by the steamers Viren and Mary Somers 115 miles. Above the river was navigable for bungalows 60 miles. The Sierra Madre was visible from where they stopped. He had heard that machinery had been accustomed to pass through the Tula pass.

Senor HUIJO testified to a conversation held with Aguilar Willard's, in which the latter stated he had been offered by the Government twelve to fifteen thousand dollars for his testimony. Had stated to Aguilar he would get only what the law allowed, viz. \$1.25 per day and mileage. Had never told any body that Gardiner would give as much to Aguilar to stay away as the Government would for his staying here. He, Senor HUIJO, is the friend of George and Charles Gardiner. The latter taught him the English language. At Willard's Hotel Aguilar stated to witness that he had lost all hope of getting any thing, and if Dr. Gardiner would give him \$20,000 he would go home. This was two days before he said it would do the same for \$8,000.

The Court ruled out evidence offered by defence consisting of officers which it was alleged had passed between John Charles Gardiner at Guadalupe and another person in San Cruz at the time the prosecution asserted George Gardiner was at the former place.

On Friday, April 22d, Messrs. MCCLERY and CLIMBERT testified to handwriting offered them as being that of John Charles Gardiner.

Capt. STONEY testified to the circumstances which transpired at Lagunillas when the letter was written to Mr. May by Col. Abbott. The referees were eight or ten miles from Lagunillas, not five leagues. He further described the interior of Dr. Gardiner's abandoned mining property, and thought the walls of the refinery were of stone. Saw three or four of Dr. Gardiner's referees.

The Marshal of the District of Columbia testified that he had paid a cent to Senor Aguirre. The First Comptroller of the Treasury being called, stated the amounts of the appropriation for the Mexican indemnity and of the awards. Mr. McKean was appointed special disbursing agent for disbursing this money to witnesses.

On Saturday, the 23d of April, Mr. McKean, disbursing agent of the Treasury Department, testified that he had disbursed money to Mr. Slacum, Mr. Buckingham Smith, and Mr. Fendall for the purposes of this trial.

Mr. ZANTHON, disbursing agent of the State Department, testified to having paid money to Edmund Barry, and he alone of the witnesses in this trial.

On Monday, the 24th, J. T. PICKETT having had various papers presented him, purporting to be in the handwriting of Dr. Gardiner, thought several of them unlike his writing, others were so.

The District Attorney was then sworn and deposed that on two occasions he had paid Aguilar \$410. He paid Togo \$1,407.50 in September last; also, Mr. Wright \$839.50, and Mr. Navarro \$492.

The Marshal of the District being recalled, said he had paid Togo nothing, but had paid Mr. Wright.

JOHN CHARLES GARDINER testified to having seen the signature made to the mining title. These were the signatures of Senor La Vega, alcalde of Lagunillas, and the prefect of Rio Verde, Fernando Santa Maria. This was in November, 1851. Witness was in Guanajuato in 1844, in the fall; also in 1845, at the same time of year, practising as a dentist. Left that place for Guadalupe in November, 1845. When in Guanajuato used two signs or show-boards. Practised under his brother's license. After leaving Guadalupe he went to the Pacific coast, to Mazatlan. This was in the winter of 1845-6. After remaining a few days there, went to Durango, thence to Sembrere, and again back to Durango, and thence again to Mazatlan. Did not remember having seen Capt. Madrox. Saw several officers, however, and lent them riding horses. Did not see Mr. Bowes there. Saw him in Mexico in the fall of 1851. From Mazatlan, in 1846, witness went to Tepic, Guadalupe, and San Luis Potosi. Had often been mistaken for his brother both here and in Mexico. Deponent learnt distillery in Havana, in 1844, from an Englishman, Dr. Cook. Practised in Mexico at the house of Dr. Seager, assisting him. In July, 1844, went from Mexico to Morelia; remained until September, 1845.

A question having been asked witness who was with him in Morelia, the Court disallowed a reply.

On Tuesday, April 26, being the thirty-ninth day of the trial, JOHN CHARLES GARDINER was called again to the stand. He did not remember ever being at San Juan de Miraflores, in the State of Michoacan. He left Michoacan in September, 1849, but returned in the winter. On being asked if he knew Antonio Quiros, the counsel for defence deposed, and the Court sustained the objection. The counsel for the prosecution having asked if a signature on one of the Morelia mining papers was witness's, Mr. Bradley objected; the Court sustaining the objection. Similar objection was made to a question if deponent knew of a hacienda or reducing establishment called San Jose Miraflores in Michoacan. Witness said he knew no refinery of that name. He stayed at one called San Diego. He visited Lagunillas in the fall of 1844, and returned to San Luis Potosi. From Lagunillas witness went to the mines of Huasteca, via the mines of his brother. For the first time he visited them in the fall of 1844; the second in the middle of 1845; and the third in the summer of 1846. Witness has received no share of the award of his brother's claim. Did not recollect having ever said to Mr. P. C. Johnson that he had an interest in his brother's claim. Had no hand in preparing the title deed. Knew Mr. Andrew Halsey in Mexico; did not remember having any correspondence with him. On being shown a letter purporting to be from himself to Mr. Halsey, could say positively that he wrote it. Did not remember if he had ever corresponded with Don Antonio Quiros; but knew him personally some years ago. Being handed another letter purporting to be his, did not think the signature "J. Carlos Gardiner" was his handwriting. It resembled his writing very imperfectly. The flourish looked like his, but not the remainder of the writing.

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Capt. STONEY testified to the circumstances which transpired at Lagunillas when the letter was written to Mr. May by Col. Abbott. The referees were eight or ten miles from Lagunillas, not five leagues. He further described the interior of Dr. Gardiner's abandoned mining property, and thought the walls of the refinery were of stone. Saw three or four of Dr. Gardiner's referees.

The Marshal of the District of Columbia testified that he had paid a cent to Senor Aguirre. The First Comptroller of the Treasury being called, stated the amounts of the appropriation for the Mexican indemnity and of the awards. Mr. McKean was appointed special disbursing agent for disbursing this money to witnesses.

On Saturday, the 23d of April, Mr. McKean, disbursing agent of the Treasury Department, testified that he had disbursed money to Mr. Slacum, Mr. Buckingham Smith, and Mr. Fendall for the purposes of this trial.

Mr. ZANTHON, disbursing agent of the State Department, testified to having paid money to Edmund Barry, and he alone of the witnesses in this trial.

On Monday, the 24th, J. T. PICKETT having had various papers presented him, purporting to be in the handwriting of Dr. Gardiner, thought several of them unlike his writing, others were so.

The District Attorney was then sworn and deposed that on two occasions he had paid Aguilar \$410. He paid Togo \$1,407.50 in September last; also, Mr. Wright \$839.50, and Mr. Navarro \$492.

The Marshal of the District being recalled, said he had paid Togo nothing, but had paid Mr. Wright.

JOHN CHARLES GARDINER testified to having seen the signature made to the mining title. These were the signatures of Senor La Vega, alcalde of Lagunillas, and the prefect of Rio Verde, Fernando Santa Maria. This was in November, 1851. Witness was in Guanajuato in 1844, in the fall; also in 1845, at the same time of year, practising as a dentist. Left that place for Guadalupe in November, 1845. When in Guanajuato used two signs or show-boards. Practised under his brother's license. After leaving Guadalupe he went to the Pacific coast, to Mazatlan. This was in the winter of 1845-6. After remaining a few days there, went to Durango, thence to Sembrere, and again back to Durango, and thence again to Mazatlan. Did not remember having seen Capt. Madrox. Saw several officers, however, and lent them riding horses. Did not see Mr. Bowes there. Saw him in Mexico in the fall of 1851. From Mazatlan, in 1846, witness went to Tepic, Guadalupe, and San Luis Potosi. Had often been mistaken for his brother both here and in Mexico. Deponent learnt distillery in Havana, in 1844, from an Englishman, Dr. Cook. Practised in Mexico at the house of Dr. Seager, assisting him. In July, 1844, went from Mexico to Morelia; remained until September, 1845.

A question having been asked witness who was with him in Morelia, the Court disallowed a reply.

On Tuesday, April 26, being the thirty-ninth day of the trial, JOHN CHARLES GARDINER was called again to the stand. He did not remember ever being at San Juan de Miraflores, in the State of Michoacan. He left Michoacan in September, 1849, but returned in the winter. On being asked if he knew Antonio Quiros, the counsel for defence deposed, and the Court sustained the objection. The counsel for the prosecution having asked if a signature on one of the Morelia mining papers was witness's, Mr. Bradley objected; the Court sustaining the objection. Similar objection was made to a question if deponent knew of a hacienda or reducing establishment called San Jose Miraflores in Michoacan. Witness said he knew no refinery of that name. He stayed at one called San Diego. He visited Lagunillas in the fall of 1844, and returned to San Luis Potosi. From Lagunillas witness went to the mines of Huasteca, via the mines of his brother. For the first time he visited them in the fall of 1844; the second in the middle of 1845; and the third in the summer of 1846. Witness has received no share of the award of his brother's claim. Did not recollect having ever said to Mr. P. C. Johnson that he had an interest in his brother's claim. Had no hand in preparing the title deed. Knew Mr. Andrew Halsey in Mexico; did not remember having any correspondence with him. On being shown a letter purporting to be from himself to Mr. Halsey, could say positively that he wrote it. Did not remember if he had ever corresponded with Don Antonio Quiros; but knew him personally some years ago. Being handed another letter purporting to be his, did not think the signature "J. Carlos Gardiner" was his handwriting. It resembled his writing very imperfectly. The flourish looked like his, but not the remainder of the writing.

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